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15 TIME WARNER CABLE LLC

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18

19 JAIME CALZADA; MIGUEL  
CALZADA; and CHERYL BACA, on  
20 behalf of themselves and all others  
similarly situated,

21 Plaintiffs,

22 v.

23 TIME WARNER CABLE LLC, a  
24 Delaware Corporation, and DOES 1  
through 100, Inclusive,

25 Defendant.  
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No. CV 11-01701-DMG-JCG

**STIPULATION AND ~~PROPOSED~~  
PROTECTIVE ORDER**

NOTE CHANGES MADE BY THE COURT.

1 Good cause appearing, and in conformance with the parties' agreement:

2 IT IS HEREBY ORDERED that this Protective Order pursuant to Federal  
3 Rule of Civil Procedure 26(c) be, and is hereby, entered.

4 1. This Protective Order shall apply to and govern all discovery taken  
5 pursuant to the Federal Rules of Civil Procedure, and other material or information  
6 hereafter furnished, directly or indirectly, by or on behalf of any party or non-party  
7 in connection with this action which any party or non-party (whether or not it  
8 furnished the material or information) designates as "CONFIDENTIAL." The  
9 designation of "CONFIDENTIAL" is intended to encompass material and  
10 information of any nature the designating party or non-party in good faith believes  
11 comprises or reflects proprietary information used by it in, or pertaining to, its  
12 business, which is not generally known and which the party or non-party would  
13 normally not reveal to third parties or would cause third parties to maintain in  
14 confidence, including, without limitation, trade secrets, subscriber data, financial  
15 data, contracts and agreements, and current and future business plans.<sup>1</sup>

16 2. Material and information governed by this Protective Order shall be  
17 used by any receiving party solely for the purpose of conducting this litigation, and  
18 not for any other purpose whatsoever, and such information shall not be disclosed  
19 to anyone except as provided herein.

20 3. Any information or material produced by any party or non-party as  
21 part of discovery in this action may be designated by a party or non-party as  
22 "CONFIDENTIAL" by marking or otherwise identifying the material in writing as  
23 "CONFIDENTIAL."

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27 <sup>1</sup> This Protective Order does not apply to court hearings. The parties, any party in  
28 interest, and/or a witness, can request the Court seal any court proceeding for  
reasons consistent with this Protective Order.

1           4. If a producing party or non-party inadvertently fails to mark  
2 confidential information or material upon its production, such party or non-party  
3 may designate such information or material as "CONFIDENTIAL" by giving  
4 written notice to the receiving party and providing properly marked or designated  
5 copies within thirty (30) days of such notice.

6           5. Deposition transcripts and exhibits thereto may be designated as  
7 "CONFIDENTIAL" on the record at the deposition and may also be designated as  
8 "CONFIDENTIAL" within thirty (30) days (or such longer period if the parties so  
9 agree) of receipt of the transcript from the court reporter. Until the expiration of the  
10 period set forth in the preceding sentence, and unless otherwise agreed by the  
11 parties, all deposition transcripts and exhibits shall be deemed confidential until  
12 such time that the party is required to make its confidential designations.

13           6. A party who receives material designated as "CONFIDENTIAL" who  
14 in good faith believes that the designation is inappropriate, may within ten (10)  
15 days of receipt notify the other party in writing that it contests the designation. The  
16 parties shall meet and confer within ten (10) days of receipt of a written objection to  
17 the designation. If an agreement cannot be reached by negotiation and the Court  
18 has not provided for a different procedure to handle these disputes, then the  
19 designating party may file a motion *strictly pursuant to L.R. 37* within thirty (30) days of the meet and confer  
20 date for a ruling from the Court on the continued application of the  
21 "CONFIDENTIAL" designation of the information or material. A requesting party  
22 or non-party may at any later time request in writing that any confidential  
23 information or material be released from the requirements of this Order, and, unless  
24 otherwise agreed in writing, the party or non-party producing such material shall  
25 meet and confer with the requesting party within ten (10) days of receipt of a  
26 written request. If an agreement cannot be reached by negotiation and the Court  
27 has not provided for a different procedure to handle such disputes, then the  
28 requesting party may file a motion *strictly pursuant to L.R. 37* within thirty (30) days of the meet and confer

1 date for a ruling from the Court on the continued application of the  
 2 "CONFIDENTIAL" designation of such information or material. In all  
 3 circumstances, the terms of this Order shall continue to apply to the information or  
 4 material until the Court rules on the motion. In any such motion, the producing  
 5 party bears the burden of proof to establish why the "CONFIDENTIAL"  
 6 designation should be maintained. If a motion is not timely made under this  
 7 paragraph, or within a mutually agreed extension, the information or material in  
 8 dispute shall cease to be confidential if the party receiving the information or  
 9 material objected in writing within ten days of receipt of such material, or, if a  
 10 written request was made later, continue to be deemed confidential, as if the written  
 11 request to release the information or material from the requirements of this Order  
 12 had not been made. This procedure shall not preclude application to the Court on a  
 13 more expedited basis as *legally justified including under Mission, Supp.*  
*Power v. Cart. Cas. 883 P. Supp. 488 (C.D. Cal. 1991)*  
 14 ~~circumstances warrant.~~

15 7. All documents or material produced by, or discovery responses of, any  
 16 party in this action, as well as all deposition testimony, whether or not designated as  
 17 "CONFIDENTIAL," shall be used solely in connection with, and only as necessary  
 18 to, this litigation and the preparation and the trial of this case, or any related  
 19 appellate proceeding, and not for any other purpose, including without limitation  
 20 any other litigation, any business or competitive purpose or function, or for any  
 21 personal reason. To that end, the parties or non-parties shall not distribute or  
 22 disclose any documents, discovery responses, information, or other material  
 23 produced or served in this litigation to anyone not specifically approved by this  
 24 Order. Furthermore, counsel shall make a reasonable and good faith effort to  
 25 ensure no information or discovery material disclosed or produced in this litigation,  
 26 including information or material not designated as "CONFIDENTIAL," is used for  
 27 any prohibited purpose.  
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1           8.     The restrictions on the use of confidential information or material  
2 established pursuant to this Order do not apply to the use of the information or  
3 material by a party, person, or entity who produces it.

4           9.     Confidential information or material and information derived from  
5 confidential information or material, including without limitation any testimony  
6 about an exhibit designated as "CONFIDENTIAL," shall not be disclosed except as  
7 set forth in the following paragraphs.

8           10.    Confidential information or material may be disclosed only to the  
9 following persons:

10           a.    Counsel of record for any party to this action;

11           b.    Paralegal, stenographic, clerical, and secretarial personnel  
12 (including but not limited to photocopy service personnel and document  
13 management vendors, such as coders and data entry personnel) employed by  
14 counsel listed in (a);

15           c.    Parties to this action. In the context of parties who are entities, this  
16 includes in-house counsel employed by any party to this action (including their staff  
17 whose functions require access to such information), business persons employed by  
18 a party to this action whose functions require they have access to confidential  
19 information or material in connection with the prosecution or defense of this action,  
20 and persons employed by an insurer of a party to this action whose functions  
21 require they have access to confidential information or material in connection with  
22 the prosecution or defense of this action;

23           d.    Court personnel including stenographic, video or audio reporters  
24 engaged to record depositions in this litigation;

25           e.    Non-party expert(s) or consultant(s) and their professional staff,  
26 secretarial, technical and clerical employees (including but not limited to photocopy  
27 service personnel and document management vendors, such as coders and data  
28

1 entry personnel, retained by outside counsel) who actively assist in the preparation  
2 of this action;

3 f. Any person identified on the face of any such confidential  
4 information or material as an author or a recipient thereof; and

5 g. Any person as ordered by the Court.

6 11. Each individual identified in paragraph 10(e) above to whom  
7 confidential information or material is furnished, shown, or disclosed shall, prior to  
8 the time he or she receives access to such materials, be provided by counsel  
9 furnishing such material a copy of this Order and agree to be bound by its terms,  
10 and shall certify he or she has read the Order and understands its terms, by signing  
11 the certificate attached as Exhibit A. Counsel making disclosure to any person as  
12 described hereinabove shall retain the original executed copy of the certificate and  
13 provide the signed certificate to counsel for the producing party upon request.  
14 Counsel shall further undertake a reasonable and good faith effort to ensure any  
15 such person cannot utilize any confidential information or material or other  
16 documents or information produced in this litigation, except as permitted by  
17 paragraph 7 of this Order.

18 12. The foregoing is without prejudice to the right of any party to this  
19 Order to:

20 a. Resist or compel discovery with respect to, or seek to obtain  
21 additional or different protection for, material claimed to be protected work product  
22 or privileged material as to which the producing party claims a legal obligation not  
23 to disclose, or material not required to be provided pursuant to the Federal Rules of  
24 Civil Procedure;

25 b. Seek to modify or obtain relief from any aspect of this Order; or

26 c. Object to the use, relevance or admissibility at trial or otherwise of  
27 any material, whether or not designated, in whole or in part, as confidential  
28 information or material governed by this Order. This Order shall not govern the use

1 or the admissibility of any evidence at trial or the procedures for using such  
2 documents or information at trial.

3 13. In the event any information or material designated under this Order is  
4 used, described, characterized, excerpted, or referenced in, or attached to, any court  
5 proceeding or submission in connection with this litigation: (i) it shall not lose its  
6 confidential status through such use; (ii) the parties shall take all steps reasonably  
7 required to protect its confidentiality during such proceeding; and (iii) the party  
8 shall file such material under seal.

9 14. If confidential information or material is disclosed at a deposition, only  
10 the stenographic, video or audio reporter and those persons authorized by the terms  
11 of this Order to receive such material may be present. The portions of the  
12 transcripts of all testimony designated as "CONFIDENTIAL" shall be labeled with  
13 the appropriate designation by the reporter. If any information or material  
14 designated as confidential pursuant to this Order is used during the course of a  
15 deposition herein, that portion of the deposition record reflecting such information  
16 or material shall be labeled as "CONFIDENTIAL."

17 15. Within sixty (60) calendar days after the conclusion of the trial and  
18 any appeals, or upon other termination of this litigation, all confidential information  
19 or material received under the provisions of this Order shall be returned to the  
20 producing party, or, at the direction of the receiving party, destroyed, except to the  
21 extent any of the foregoing includes or reflects work product of the receiving party  
22 (which work product may be maintained by outside counsel for the party, but not  
23 by the party itself), and except to the extent such material has been filed with a  
24 court in which a proceeding related to this action is being conducted.

25 16. The terms of this Order shall be effective and enforceable as between  
26 the parties immediately upon its execution by counsel for such parties.  
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Kenneth M Lipton

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1 17. All persons subject to the terms of this Order agree this Court shall  
2 retain jurisdiction over them for the purpose of enforcing this Order.  
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4 **STIPULATED TO AND AGREED**

5 Dated: August 5, 2011

WHITE & CASE LLP

6  
7 By: /s/ Bryan A. Merryman

8 Bryan A. Merryman  
9 Attorneys for Defendant  
TIME WARNER CABLE LLC  
ARIAS OZZELLO & GIGNAC LLP

10 Dated: August 5, 2011

11 By: \_\_\_\_\_  
12 Mark Ozzello

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14 LAW OFFICES OF DAVID R.  
GREIFINGER

15  
16 By: \_\_\_\_\_  
17 David R. Greifinger

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19 LAW OFFICES OF HOWARD A.  
GOLDSTEIN

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21 By: \_\_\_\_\_  
22 Howard A. Goldstein

23  
24 LAW OFFICES OF KENNETH M.  
LIPTON

25  
26 By:   
27 Kenneth M. Lipton

28 Attorneys for Plaintiff  
MIGUEL CALZADA

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**IT IS SO ORDERED.**

Dated: August 10, 2011

  
Hon. ~~Dolly M. Gee~~ JAY C. GANISHE  
Judge of United States District Court